BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

VOLUME-II SECTION-GCC
GENERAL TERMS AND CONDITIONS
Enq No : SEE/RMGC/EE(O)/AE/24-25/Enq No-301 dated 20.02.2025.

1.0 In the interest of BESCOM services, the total requirements of Providing 51 Nos. of Security Services (without gun) to various stores, Sub-divisions, Divisions, circle office of Ramanagara Circle Jurisdiction through GoK e-Procurement mode for a period of One year. However any changes will be as per the provisions of KTPP Act.

2.0 Minimum Qualification and knowledge required for Security Guards.

a. The Security Guard's, minimum qualification should be 7th standard pass or equivalent
b. The Security Personnel provided shall be able bodied, physically fit and mentally sound, well trained and disciplined
c. Should be aged between 21 to 45 years, proof shall be furnished
d. Knowledge of Kannada & English is a must.
e. Necessary training to be provided for Security Guards as per latest Government order.
f. As per GOK and KPTCL orders the Firm should engage Security Guards 33% of Womens.
g. As per GOK and KPTCL orders the Firm should engage Security Guards SC-17% and ST-07%.

3.0 The Contract agency which is providing security guards services will be purely on contract basis and not entitled to claim any permanency benefits from BESCOM.

4.0 Supervision:-

Agency shall take the responsibility of inspecting their security staff on duty on regular basis by maintaining two tier inspections by it's superiors. Agency shall inspect from time to time and ensure satisfactory performance of the security guards provided.

5.0 Replacement

Agency shall provide continuous service of security staff by making stand by / reserve staff and no void shall be allowed. It is the primary responsibility of the Agency to provide un-interrupted continuous security staff at the designated locations.

6.0 Duties

The Agency shall make arrangement to provide weekly holidays and other holidays to Security personnel posted on duty by making alternate arrangements**.**

7.0 Remunerations:-

Agency shall be responsible for the payment of salaries and other benefits, including ESI, EPF, GST etc., and any other statutory liabilities to its staff. BESCOM will not be responsible for non-payment of remunerations to the Security Guards under any circumstances.

The Rates shall be firm and no variation is allowed during the contract period and also even after the expiry of contract order, if there is any extension given. (Except minimum wages revised from Government, the same shall be transferred to BESCOM)

If any increase in statutory taxes such as ESI,EPF, GST and PT will be borne by BESCOM and any decrease in above taxes, the same shall be transferred to BESCOM.

8.0 Mode of payment:-

a) The successful bidder/agency shall submit pre-receipted bill in triplicate with certification from the Head of the office of respective Officer and countersigned by the **Head of the Office** on the bill produced by the agency for payment of remuneration, of the security guard before 7th of the succeeding month. 100% payment on monthly basis will be made in RTGS mode after effecting applicable recoveries before 15th of the succeeding month.

b) It is mandatory that, the agency shall make the payment to its employees through Bank only within 7th of the every month **through Bank Account** only irrespective of payment received from BESCOM. It is the responsibility of the bidder to produce previous month's ESI, EPF Service tax, contribution receipts and salary acquittance of the deployed staff along with the bill for payment. This shall be strictly adhered to, before making payment.

c) The Accounts officer, of the Concerned Division's shall verify and ensure that details of Minimum wages and EPF paid as per the award through bank account (duly obtaining bank statement) of Security guards (without gun) persons by the agency before passing the bills along with other charges such as ESI/EPF/GST etc,

d) While submitting the bills the firm must submit the Challens and the Individual name wise statement for the payment made towards ESI and EPF. Incase the agency fails to submit the name-wise payment made to ESI and EPF month on month while submitting the bills such bills will be withheld and the same exceeds more than 3 months then the Contract will be cancelled and the ESI and EPF amount will be deducted from their bills and the security deposit/ Bank Guarantee will be enchased without assigning any reason.

e) As per GOK and KPTCL orders the Firm should have engage Security Guards the 33% of Womens.

f) As per GOK and KPTCL orders the Firm should engage Security Guards SC-17% and ST-07%.

9.0 The Tenderer shall pay the salary to security guards as per the "Minimum Wages Act 1948" and also it should be ensured that the salary paid should not be lesser than as per prevailing "Minimum Wages".

10.0 The Agency shall arrange to pay EPF, ESI, and Service tax in respect of the persons deployed in BESCOM directly to the respective Government/Central Government Departments. In relation to EPF/ESI and 12% of the employee's share and 13.00% of employers share and ESI at 4.00% and 0.75% of the engaged man power share be paid directly by Agency using their registered code. The concerned paid challans with applicable Certificates shall be furnished for verification to BESCOM along with the bills of succeeding month by Agency. Remittance of such amount is wholly the responsibility of the Agency.

As per paper notification vide Vijaya Karnataka dated 29-12-2016 issued by Employees State Insurance Corporation, if there is any revised rate of ESI applicable will be incorporated at the time of evaluation of price bid.

11.0 The payment shall be restricted to the no. of security guards services availed during that particular month

12.0 Selected Security Guards shall be issued a laminated I.D. affixing latest photograph with details of Name, EPF & ESI Account numbers, GST, designation, Name of the Agency, date of appointment, any other details etc and also the agency should provide uniforms to the deployed staff.

13.0 All provisions related as per the Acts noted below shall be provided to the employees by the Agency only and Agency shall provide all related benefits under these following workmen's act related to Labour law.

13.1 Minimum Wages Act, 1948.

13.2 Payment of Wages Act, 1936.

13.3 Contract Labour (Regulation and Abolition) Act, 1970.

13.4 Employees PF and Miscellaneous Provision Act, 1952.

13.5 Employees State Insurance Act, 1948.

13.6 Payment of Bonus Act, 1965.

13.7 Workmen's Compensation Act

13.8 Gratuity Act and related all Labourers Law and Rules pertaining to labourers.

Providing benefits as per above Laws to its employees is the responsibility of the contract Agency itself.

14.0 The Contractor should ensure that the security personnel wear uniform and uniform kit like whistle, leather shoes, leather belts, lathi, jersy/over coat, rain coat, torches, shoulder badges, caps with monogram and gun wherever required will also be supplied to the security personnel by the agency. In case, the person so deployed is found to be "not alert" or "not in proper uniform, dress or commits any breach of any of the terms and conditions of the contract", the BESCOM shall have the right to impose any punishment or fine upto Rs.1,000/- (rupees one thousand only) on the agency. In case of these defaults, the BESCOM has the right to terminate the Contract by giving notice of seven days.

15.0 For the successful Tenderer the rate quoted by the firm is only applicable and shall be not entitled for any other charges.

16.0 **Agreement:-** The successful Tenderer, Tendering authority will issue the LOI. In respond the firm should submit LOA, agreement on 500/- stamp paper in prescribed format and bank guarantee of 5% of amount put to tender. The Successful Tenderer shall also furnish the details of

Employees name, EPF/ESI Account No if available within fifteen days from the date of issuing of LOI. If ESI,EPF of agency's employees Account number is not available, the same shall be submitted to billing section within 45 days from the date of contract order, failing which the award will be cancelled and the bidder is liable to be blacklisted apart from forfeiting EMD.

17.0 The Successful Tenderer shall submit the monthly bill in triplicate with authenticate seal and signature for payment.

18.0 The Tenderer shall furnish the following original documents/enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.

a. Monthly Attendance Register
b. Attested copy of challan consisting details of EPF/ESI and GST paid during previous month to the respective Govt/Central authorities along with the Employees details.
c. Copy of EPF paid in the formats such as 5A,10, 12A and ESI paid in format 7.
d. Copy of format 3A and 6A (For annual EPF paid) and format 6 (For Half yearly ESI paid).
e. Copy of GST paid in the format.

19.0 The security guards engaged by the firm will be the Employees of Contract Agency and at any cost they will not be considered as employees of BESCOM.

20.0 In case of any accidents, injuries etc to the engaged security guards of the agency, if any compensation shall be payable to the next kith and Kin by the contract agency only and BESCOM is not responsible in any way.

21.0 The agency shall meet all the medical expenses of outsource employees for which agency should have the medical/accident insurance policy for its employees.

22.0 The Agency will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & Abolition) Act 1970 and also under the order issued by the Government of Karnataka there under, and for its non-compliance, the Contractor shall be responsible for penalties levied by the appropriate authority under the Act. The Agency shall also be liable to comply with all other Labour and

Industrial Laws and such other Acts and Statutes (including Factories Act, Payment of Bonus Act, etc.,). Depositing of EPF contribution as may be applicable is the responsibility of the Contractor at his own expenses and shall not be reimbursed by the BESCOM. Any default in compliance, the Agency shall be held responsible.

23.0 The BESCOM shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the Contractor. The BESCOM shall also be not liable for breach of any Labour Laws or any other Laws for the time being in force. The Contractor shall not be entitled to any other allowances or benefits which are not included in the contract.

24.0 Incase the Tenderer, subcontract the tender to other contract agency, such Tenderer will be rejected by giving 7 days notice. Any loss on account of such acts to BESCOM shall be borne entirely by the agency itself.

25.0 This contract is for a period of 12 months. Incase of any unsatisfactory situations BESCOM has the right to cancel the order without giving any notice. **Contract Agency and its employees have no right to disclose any Technical secrecy, Commercial secrecy and Social secrecy of BESCOM to others.**

26.0 The Tenderer shall agree to BESCOM regulations and shall arrange to effectively carry out the social and other responsibilities. Staff of service provider shall not misbehave with Consumer or BESCOM permanent employees or officers nor shall cause any loss to BESCOM property. For any such lapses the Tenderer is solely held responsible.

27.0 The Superintending Engineer, C,O&M, Ramanagra Circle ,BESCOM, has full rights to accept or reject the offers.

28.0 In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this shall refer the same to the Superintending Engineer, C,O&M, Ramanagra Circle, Kengeri -60 whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate courts in Bangalore jurisdiction and In case of any dispute between the

Contractor and the engaged security guards, BESCOM will not be a party and this has to be settled by the contractor himself at his own cost.

29.0 Staff provided by Contract Agency is not entitled for any permanency benefit in BESCOM.

30.0 The bidder shall quote the service charges separately.

31.0 **Termination of Contract**: The Contract is liable to be terminated at the absolute discretion of BESCOM without assigning any reasons on the following grounds and the Security Deposit /EMD amount paid by the contractor will be forfeited.

a. The services to be found unsatisfactory.
b. Breach of any terms of the contract
c. If the agency fails to provide the services as per the agreed terms and on violation of any of the terms of the contract, the firm is liable to be blacklisted besides termination of the contract.
d. If the agency fails to remit the ESI&EPF amount of its employees to the concerned authority.
e. If the agency fails to make payment to security guards within the time specified above under clause 8.0
f. If found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date.

The decision of the company shall be final as regards the acceptability or otherwise of materials/equipment supplied/services provided.

32.0 **Penalty**:

32.1 In case the agency fails to provide the services of security guards and un-skilled worker from the date of contract order, a penalty at the rate of ½% per week subject to a maximum of 10% of the remuneration payable will be deducted from the amount to be paid to the Agency for the delayed deployment of security guard's to the offices of O&M Circles of Ramanagara Circle, BESCOM, Bangalore.

32.2 The agency shall disburse salary to its deployed manpower if any, latest by 7th of every month, failing which penalty of Rs. 500/- per day will be imposed upto 15th of the month and the contract shall be liable to be

terminated. Security Deposit/ Performance Bank guarantee shall be forfeited and Bank Guarantee will be encashed. The BESCOM will have the power to appoint any other agency for the manpower services at the risk and the cost of the agency

32.3 In case the agency fails to fulfill the minimum statutory requirements (ESI /EPF) as per the conditions of the tender documents and fails to produce the concerned documents, it shall be treated as breach of the contract and the agency is liable to be black listed by the BESCOM, in addition to forfeiting of the monthly bills and performance security deposit.

32.4 The successful bidder has to supply the required number of security guards. If any guard fails to attend duty Rs.500/- per guard will be deducted.

32.5 In case the bidder fails to provide a security guard for an entire month then the entire month remuneration will be deducted and notice will be issued. In such case, BESCOM reserves the rights to cancel the tenders.

32.6 If the bidder fails to pay the ESI/EPF and fails to produce the Individual name-wise statement. In such case, the same amount will be deducted and the balance amount will be paid to the bidder.

33 **Risk and Cost Service**: In the event, the Agency fails to execute the awarded work or is not able to deliver the work of quality or within the stipulated time period, BESCOM shall be at liberty to carry out pending activities or the total scope of contract through a Third Party and recover the expenses from the original agency. The Cancellation of Work contract may be either for whole or part of the Work contract, and will be at the BESCOM option. However, before such cancellation, the BESCOM shall give four week’s notice to the agency for taking corrective action. In case, the service provider does not take necessary corrective action to BESCOM satisfaction, within the said period of four weeks, BESCOM shall be at liberty to terminate the Work contract in part or whole. BESCOM may avail, upon such terms and in such manner, as it deems appropriate, services similar to those so terminated. The service provider shall be liable to the BESCOM for any losses, excess costs for such/similar services, provided that the service provider should continue the performance of the Work contract to the extent not terminated under the

provisions of this clause. If in the opinion of BESCOM, the service provider shall not be able to correct the fault even after notice, and the BESCOM may terminate the Work contract at the risk and cost of the service provider.

34 **Validity:** The validity of this offer shall not be less than 180 days from the date of Bid opening. This shall be clearly stated in the Bid.

35 In case of unforeseen conditions the due date of opening of Bid is declared holiday, the Bid shall be opened on the next working day.

36 The Company reserves the right to accept/reject any or all the Bid without assigning any reason whatsoever.

37 The rates quoted should be both in words and in figures and should be the same. There should not be any erasure or over writing in the quotations.

38 Any discount/rebate offered on whatever account shall be indicated for the specific purpose/quantities for which the same is intended otherwise the discount/rebate offered will not be considered while comparing quoted prices.

39 Whatever, may be the conditions of sales specified or indicated in the quotation, it is only the conditions indicated in the order and Bid notification that will be binding upon the BESCOM, and if the successful Bidder finds on receipt of the order his inability to accept any of the terms/conditions, he shall raise the issue specifically and get the matter clarified.

40. Contract Period: The contract period is for one year and extendable for further period based on satisfactory performance with a approval of Higher authority as per BESCOM norms.

41. SECURITY DEPOSIT:

a) The Bank guarantee 05% of the total contract value shall be paid by the Agency before issue of contract order / DWA or after issue of LOI i.e within a period of 15 days in the form of BG issued by any Nationalized Bank. If the agency fails to provide the above deposit within the

stipulated time period, the EMD will be forfeited, without giving any notice. This office reserves the right to cancel the tender.

b) The service contract becomes effective from the date of contract order, which shall be valid for a period of one year. BESCOM shall have right to terminate this contract without any notice or reason, if the service is not satisfactory or any malpractice is noticed.

c) The mode of payment of Security Deposit is as follows:

   i. If the amount of Security Deposit payable is Rs.10,000/- and less, the same shall be payable by Cash or Demand Draft.

   ii. If the amount of Security Deposit payable is more than Rs.10,000/- and upto and inclusive of Rs.10,00,000/-, it shall be payable in the form of Demand Draft and balance in excess of Rs. 10,00,000/- shall be in the form of Bank Guarantee issued by a Scheduled Commercial Bank.

d) In case you fail to furnish the required Security Deposit within the prescribed date, the Earnest Money Deposit will be forfeited and the Purchase Order will also be cancelled.

e) The Security Deposit will be discharged without any interest at the end of successful completion of Contract period.

42. Liability for Accidents, injure, illness etc: The company shall not accept any liability whatsoever for any accident injuries or illness etc., caused to any security personnel deployed by the contractor during the course of duties. The contractor shall be solely responsible for all such happenings.

43. Compensation for losses due to thefts and pilferages: In the event of the company incurring any loss due to any thefts or pilferage occurring in any area/post/building guarded by the Agency's personnel, the agency shall compensate in full such loss as may be assessed by the company, if it is proved after investigation that, such loss is attributable to the negligence or slackness or connivance of the agency personnel such amount as mentioned above shall be deducted from the agency bill and or any other amount as may be due to him. BESCOM shall lodge complaint with the jurisdictional police regarding such an occurrence. The agency shall also investigate into the matter and communicate the result

of such investigation to the BESCOM. He shall assist the company, police or any other authorities in their investigation. If the property is recovered by the company or police, the cost of such property shall be refunded to the agency, if already recovered by him less the cost of damages to such property as assessed by the BESCOM. Restoration of such property from police or courts shall be the responsibility of the agency.

44. Debarment of tenders: (1) The procurement entity may debar tenderers, for a period not exceeding three years, from participation in its tenders, following auch procedure as may be prescribed on the ground that tenderer is engaged in corrupt or fraudulent practices in competing or executing the contract including misleading the procuring entity at any stag of procurement activity with a fraudulent intention.

45. Provided that, no tenderer shall be debarred without giving opportunity of bring heard.

46. (2) The state Government may debar tenderers for a period not exceeding three years, from participating in any procurement activity within the state, following such procedure as may be prescribed, on ground of, but not restricted to, criminal offence, corruption, integrity, honesty and work ethics:

47. Provided that, no tenderer shall be debarred without giving opportunity of being heard.

48. (3) The state Government shall publish the list of so debarred tenderers under sub section 46 (2) from participating in any procurement activity on the Karnataka Public Procurement portal.

49. (4) The tenderer so debarred under sub section (2) shall not be entitled to apply to participate in tenders called by any procurement entity under this Act during the period so debarred.

Superintending Engineer (Ele),
C,O&M, Ramanagara Circle,
BESCOM